

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031135

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-030680, Landscape Maintenance of Medians for Various Locations - DOT for the Department of Transportation-Operations to the low quoter per sections meeting all specification requirements P & T Lawn and Tractor Service and James Kennedy Lawn Service. The initial contract period will be until January 31, 2005. Also request authority to renew this quote for four additional one-year periods upon mutual agreement of all parties. Additionally request of the Board the authority in the event that one of the parties is unable to comply with our specifications that the entire award can be given to the party that is in compliance with our requirements.

WHY ACTION IS NECESSARY: Formal quote projects that exceed \$50,000 require Board approval.

WHAT ACTION ACCOMPLISHES: Provides a competitive, fair market price for median maintenance for DOT.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C9A

3. MEETING DATE:

10-28-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Transportation
- C. DIVISION Operations

BY: Scott Gilbertson

7. BACKGROUND:

On September 2, 2003 Purchasing received seal quotations for this project. On that date seven responses were received, of which five were "No Bids".

Account String: PC5410517500.503490

- Attachments: (1) Tab Sheet (4) Specification
 (2) Departments Recommendation
 (3) Awarded Vendor's Quotes

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
					OA	OM	Risk	GC	
10/10/03	Janet Sheehan 9-29-03 9-29-03			Wade Fraser	RK 10/10	10/13/03	10/13/03	10/14/03	10-10-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by County
 Date: 10/10/03
 Time: 2:45 PM
 Forwarded to: Buck
 10/10/03 3:30 PM

RECEIVED BY
 COUNTY ADMIN: RA
 10/10/03
 3:20 pm SGT
 COUNTY ADMIN
 FORWARDED TO:
 10/10 SGT

ATTACHMENT 1

FORMAL QUOTATION #Q-030680	LEE COUNTY, FLORIDA TABULATION SHEET	
OPENING DATE: SEPTEMBER 2, 2003	FOR	
BUYER: CHRIS JEFFCOAT	LANDSCAPE MAINTENANCE OF MEDIANS FOR VARIOUS LOCATIONS-DOT	
VENDORS	P & T	James
	Tractor	Kennedy
	Service, Inc.	Lawn Service
COPIES PROVIDED Y/N	Y	Y
ADDENDUM ACKNOWLEDGED Y/N	Y	Y
1. DANIELS PARKWAY		
(A.) Daniels Pkwy West of I-75 (Total)	\$49,860.00	\$51,900.00
Landscape repair: Cost plus % mark-up:	20%	15%
(B.) Daniels Pkwy (Renaissance) (Total)	\$9,300.00	\$18,480.00
Landscape repair: Cost plus % mark-up:	20%	15%
(C.) Daniels Pkwy East of I-75 (Total)	\$37,140.00	\$38,400.00
Landscape repair: Cost plus % mark-up:	20%	15%
2. EDISON BRIDGE (BUS. 41) (TOTAL)		
	\$11,880.00	\$5,700.00
Landscape repair: Cost plus % mark-up:	20%	15%
3. S.R. 80 (TOTAL)		
	\$34,680.00	\$14,400.00
Landscape repair: Cost plus % mark-up:	20%	15%
4. VETERANS PARKWAY (TOTAL)		
	\$47,760.00	\$25,200.00
Landscape repair: Cost plus % mark-up:	20%	15%
5. COLLEGE PARKWAY (TOTAL)		
	\$11,400.00	\$12,900.00
Landscape repair: Cost plus % mark-up:	20%	15%
TO BE STARTED WITHIN	7	28
LOCAL VENDOR PREFERENCE	Y	Y
MODIFICATIONS	N	N
QUOTE SIGNED Y/N	Y	Y
NO BIDS		
Amera tech inc., Tropics Lawn Service, Landscape		
Dimensions, Grass Roots Lawn & Tree Service and		
Gulf Coast Lawn & Landscaping		

Christopher Jeffcoat - Re: Q-030680 Landscape Maintenance-Medians Various Locations

From: Clay Simmons
To: Jeffcoat, Christopher
Date: 9/12/2003 11:36 AM
Subject: Re: Q-030680 Landscape Maintenance-Medians Various Locations
CC: Chamblee, Donald; Faust, Bobby; Klipfel, Jack

Hi Chris,

Please award each segment to the respective low bidders.

Daniels Pkwy (All) - P&T
Edison Bridge - Kennedy
SR80 - Kennedy
Veterans Pkwy - Kennedy
College Pkwy - P&T

Thanks!

William "Clay" Simmons, P.E.
Staff Engineer
Lee County DOT/Operations Division
wsimmons@leegov.com
Phone: (239) 694-3334
FAX: (239) 694-3332

>>> Christopher Jeffcoat 09/12/03 07:43AM >>>
Clay,

Just a reminder that I need to get your recommendation for the award for this project. thanks, Chris

CHRIS JEFFCOAT
PURCHASING AGENT
LEE COUNTY PURCHASING DEPT.
cjeffcoat@leegov.com
239 689-7392
FAX 239 689-7390

P & T Tractor Service, Inc.

Post Office Box 50548 Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@comcast.net

Lee County Purchasing Department
3434 Hancock Bridge Parkway
3rd Floor
N. Fort Myers, FL 33903

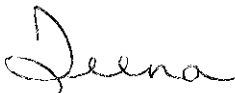
Enclosed please find our Proposal for the Landscape Maintenance of Medians for Various Locations for DOT. Quote number Q-030680.

The following attachments have been included:

Quote	Pages 1-4
Attachment A	Page 5-6
List of Equipment	Page 7
References	Pages 8
Current Contracts	Page 9-10
Brief History	Page 11

If you should have any further questions, please do not hesitate to contact our office at (239) 694-4848 or my cell phone is 707-4610.

Sincerely,



Pete & Teena Zielinski
P & T Lawn & Tractor Service

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR

LANDSCAPE MAINTENANCE

Daniels Parkway West of I-75, Daniels Parkway (Renaissance), Daniels Parkway East of I-75,
Edison Bridge (Bus. 41), SR 80, Veterans Parkway, College Parkway

DATE SUBMITTED: September 2, 2003

VENDOR NAME: P & T Lawn & Tractor Service

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: Addendum Number One

Lee County Commodity Code No. 98836

1. DANIELS PARKWAY

A. DANIELS PARKWAY WEST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 780.00 Per Cycle; Total (21 cycles/year): \$ 16,380.00

b. Routine Maintenance \$ 2,790.00 Per Month; Total (12 months) \$ 33,480.00

DANIELS WEST OF I-75 TOTAL :\$ 49,860.00

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 20 % (your firm's percentage mark-up)

B. DANIELS PARKWAY (RENAISSANCE) Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 100.00 Per Cycle; Total (21 cycles/year): \$ 2,100.00

b. Routine Maintenance: \$ 600.00 Per Month; Total (12 months) \$ 7,200.00

DANIELS (RENAISSANCE) TOTAL :\$ 9,300.00

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 20 % (your firm's percentage mark-up)

C. DANIELS PARKWAY EAST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 1,540.00 Per Cycle; Total (21 cycles/year): \$ 32,340.00

b. Routine Maintenance: \$ 400.00 Per Month; Total (12 months) \$ 4,800.00

DANIELS EAST OF I-75 TOTAL : \$ 37,140.00

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 20 % (your firm's percentage mark-up)

2. EDISON BRIDGE (BUS.41) Anticipated Start Date 10/1/03:

a. Routine Maintenance and Mowing: \$ 990.00 Per Cycle; Total (12 months): \$ 11,880.00

EDISON BRIDGE (BUS. 41) TOTAL : \$ 11,880.00

b. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 20 (your firm's percentage mark-up)

3. SR 80- Anticipated Start Date- First month after award of contract:

a. Routine Maintenance: \$ 2,890.00 Per Month; Total (12 months) \$ 34,680.00

SR 80 TOTAL : \$ 34,680.00

b. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 20 (your firm's percentage mark-up)

~~4. VETERANS PARKWAY Anticipated Start Date 10/1/03:~~

~~a. Routine Maintenance: \$ 3980.00 Per Month; Total (12 months) \$ 47,760.00~~

~~VETERANS PARKWAY TOTAL \$ 47,760.00~~

Veteran's Parkway Cont'd

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 20 (your firm's percentage mark-up)

5. COLLEGE PARKWAY Anticipated Start Date- First month after award of contract

a. Mowing 21 cycles:\$ 200.00 Per Month: Total (21 cycles/year):\$ 4,200.00

b. Routine Maintenance:\$ 600.00 Per Month; Total (12 months) \$ 7,200.00

COLLEGE PARKWAY TOTAL \$ 11,400.00

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 20 (your firm's percentage mark-up)

To Be Started Within 7 Calendar Days After Receipt Of Award And Purchase Order.

Is your firm interested in being considered for the Local Vendor Preference?

Yes X No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications: Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME P & T Lawn & Tractor Service

BY (Printed): Teena Zielinski

BY (Signature): Teena Zielinski

TITLE: President

FEDERAL ID # OR S.S.# 65-0249564

ADDRESS: P.O. Box 50548

Fort Myers, FL 33994-0548

PHONE NO.: (239) 694-4848 (239) 707-4610

FAX NO.: (239) 694-4848

CELLULAR PHONE/PAGER NO.: (239) 707-4610 or 707-4611

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 893963

E-MAIL ADDRESS: Ztepet@comcast.net

REVISED: 7/28/00

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

15980 Old Olga Road Alva, FL 33920

In Lee County

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

50 acres for storage yard

Warehouse is 6,000 square feet

Office space is 144 square feet

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? 10

2. Describe the types and amount of equipment you have available to service this contract.

Complete list of equipment is attached

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

Material stock is not required for this contract

Required equipment to complete job is attached

4. *Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?*

Yes X

No

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Lee County Parks & Recreation, Lee County DOT-median
plant beds, Lee County Fleet Mgmt, Lee County Sports
Complex, Lee County Facilities Mgmt and Public
Safety, EOC, Medical Examiners

P & T Tractor Service, Inc.
P.O. Box 50548 Fort Myers, FL 33905-0548
(239) 694-4848

Equipment presently owned by P & T Tractor Service, Inc.

5	Landscape Trucks
2	Tractor trailers
3	Lawn Equipment trailers
1	Ford tractor & Bush hog
1	Kubota Front End Loader
4	John Deere front runner mowers
1	John Deere belly mower
2	Woods front runner mowers
2	Gravely front deck tractor mowers
2	Tiger Mowers
2	Stander Mowers
8	Echo Weed Trimmers
8	Echo Back Pack Blowers
4	John Deere Hedge Trimmer
2	Echo Hedge Trimmers
2	Lesco Walk Behind & Self Propelled Fertilizer Spreader
4	Echo Stick Edgers
4	Stihl Chain Saws
1	Echo Chain Saw
1	Power Pruner
2	Lesco Backpack Weed Sprayers

Attachments for the Ford 3910 tractor and Kubota 4900:

2	Six foot bush hog
1	Box blade
1	Disc
1	Fertilizer Spreader
1	Set of choppers
1	Grader blade
1	Roto Tiller

P & T Lawn & Tractor Service, Inc.

Post Office Box 50548

Fort Myers, FL 33905-0548

(239) 694-4848

FAX (239) 694-4848

Ztepet@aol.com

References

Covanta Systems of Lee County, Inc.

Tom Erickson 337-2200

City of Fort Myers

Don Musa 332-6325

Lee County Department of Transportation

Sheryle Dell 707-6940

Lee County Parks & Recreation

Jack Klipfel 461-7400

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848

We are presently under contract with the following companies/clients:

Lee County Incinerator
City of Fort Myers
Lee County DOT/plant medians
Edison Community College
Lee County Facilities
Lee County Fleet Management
Henderson Avenue Warehouse
Conway Construction
Lee County Codes & Building Services
Lee County Parks & Recreation

Duties at all above properties include the following:

Mowing	Trimming Trees
Grass Trimming	Trash Clean-up
Edging	Fertilizing
Hedging	Mulching
Landscaping	Bush Hog Mowing
Sprinkler up-keep	

1. CovantaSystems of Lee County, Inc.- (Incinerator) Lawn Maintenance
10500 Buckingham Road Tom Erickson
Fort Myers, FL 33905 337-2200

Size of property is approximately 48 acres Contract held for 7 years

2. City of Fort Myers-Fort Myers Cemetary
P.O. Drawer 2217 Don Musa
Fort Myers, FL 33902-2217 332-6325

Size of property is approximately 60 acres Contract held for 4 years

3. Lee County DOT-Median Plant Beds
P.O. Box 398 Sheryle Dell
Fort Myers, Fl 33902 707-6940

Size of property varies Contract held for 3 years

4. Edison Community College-work on an on-call basis as needed

P.O. Box 06210 Georgette
Fort Myers, FL 33906-6210 489-9243

5. County Owned Properties

Henderson Avenue Warehouse Jayne Elwell
Emergency Operations Service 335-2919
Tice EMS
Medical Examiner

6. Conway Construction Lawn Maintenance of 10 duplex sites and residential
home on 30 acres. Contract held for 7 years.

1950 Pine Avenue Jimmy Conway
Alva, FL 33920 694-3570

7. Codes & Building Services-Lot Mowing Division-Mow sited properties

Paul Smith 335-2535

8. Lee County Fleet Management

2955 Van Buren Street Marilyn Rawlings
Fort Myers, FL 33916 338-3233

Size of property is approximately 10 acres. Contract held for 2 years

9. Lee County Parks & Recreation

P.O. Box 398 Jack Klipfel
Fort Myers, FL 461-7400

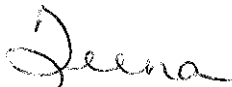
P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@aol.com

P & T Lawn & Tractor Service has been in business since September of 1989. We are licensed and insured to do all lawn/landscape maintenance and tractor work. We have approximately thirteen years experience in this field and currently employ seven full time employees and five on-call employees. We are natives to Lee County so are extremely familiar with the growing conditions of this area and supply a complete service in lawn care. We are equipped for mowing of all types of grass, weed control, fertilizing, mulching, plant maintenance, and all other services required.

We currently are under contract with Covanta Systems of Lee County, and the City of Fort Myers. I have enclosed a more detailed list of contracts and to whom to contact at each location.

If we can help you in anyway, please do not hesitate to contact my office at (941) 694-4848 or my cell phone at 707-4610 or 707-4611.

Sincerely,



Pete & Teena Ziclinski
Owners

Certificate of Qualification

This certifies that

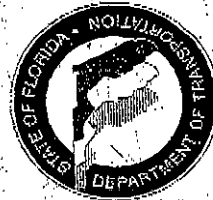
Pete J. Zielinski

has attended and successfully completed the Florida DOT Approved Course

Work Zone Traffic Control

Intermediate - Maintenance of Traffic BT-05-0078

Conducted at Lee High Central on the 27 day of April 02



M. BERENS

Instructor



Provided by

Richard J. Agston
Florida Technology Transfer Center
Program Coordinator

Expiration Date: 4/27/2006

Certificate # L-TS-Z45267070224

Provider 36

ATTACHMENT 3

FORMAL QUOTATION NO.: Q-030680

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR

LANDSCAPE MAINTENANCE

Daniels Parkway West of I-75, Daniels Parkway (Renaissance), Daniels Parkway East of I-75,
Edison Bridge (Bus. 41), SR 80, Veterans Parkway, College Parkway

DATE SUBMITTED: 9-2-03

VENDOR NAME: James Kennedy Lawn Service

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: 22, 23, 26, and page 33

Lee County Commodity Code No. 98836

1. DANIELS PARKWAY

A. DANIELS PARKWAY WEST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 1,500.⁰⁰ Per Cycle; Total (21 cycles/year): \$ 31,500.⁰⁰

b. Routine Maintenance \$ 1,700.⁰⁰ Per Month; Total (12 months) \$ 20,400.⁰⁰

DANIELS WEST OF I-75 TOTAL: \$ 51,900.⁰⁰

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 15 % (your firm's percentage mark-up)

B. DANIELS PARKWAY (RENAISSANCE) Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 80.⁰⁰ Per Cycle; Total (21 cycles/year): \$ 1,680.⁰⁰

b. Routine Maintenance: \$ 1,400.⁰⁰ Per Month; Total (12 months) \$ 16,800.⁰⁰

DANIELS (RENAISSANCE) TOTAL: \$ 18,480.⁰⁰

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 15 % (your firm's percentage mark-up)

C. DANIELS PARKWAY EAST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ 800.00 Per Cycle; Total (21 cycles/year): \$ 16,800.00

b. Routine Maintenance: \$ 1,800.00 Per Month; Total (12 months) \$ 21,600.00

DANIELS EAST OF I-75 TOTAL : \$ 38,400.00

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 15 % (your firm's percentage mark-up)

2. EDISON BRIDGE (BUS. 41) Anticipated Start Date 10/1/03:

a. Routine Maintenance and Mowing: \$ 475.00 Per Cycle; Total (12 months): \$ 5,700.00

EDISON BRIDGE (BUS. 41) TOTAL : \$ 5,700.00

b. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: 15 (your firm's percentage mark-up)

3. SR 80- Anticipated Start Date- First month after award of contract:

a. Routine Maintenance: \$ 1,200.00 Per Month; Total (12 months) \$ 14,400.00

SR 80 TOTAL : \$ 14,400.00

b. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 15 (your firm's percentage mark-up)

4. VETERANS PARKWAY- Anticipated Start Date 10/1/03:

a. Routine Maintenance: \$ 2,100.00 Per Month; Total (12 months) \$ 25,200.00

VETERANS PARKWAY TOTAL \$ 25,200.00

Veteran's Parkway Cont'd

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 15 (your firm's percentage mark-up)

5. COLLEGE PARKWAY Anticipated Start Date- First month after award of contract

a. Mowing 21 cycles: \$ 175.⁰⁰ Per Month; Total (21 cycles/year): \$ 2,100.⁰⁰

b. Routine Maintenance: \$ 900.⁰⁰ Per Month; Total (12 months) \$ 10,800.⁰⁰

COLLEGE PARKWAY TOTAL \$ 12,900.⁰⁰

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: 15 (your firm's percentage mark-up)

To Be Started Within 28 Calendar Days After Receipt Of Award And Purchase Order.

Is your firm interested in being considered for the Local Vendor Preference?

Yes X No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications: Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

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Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

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FIRM NAME James Kennedy Law Service

BY (Printed): James Kennedy

BY (Signature): James Kennedy

TITLE: Owner / President

FEDERAL ID # OR S.S.# 65-0472943

ADDRESS: 515 Evergreen Road

North Ft. Myers, FL 33903

PHONE NO.: 239-656-1328

FAX NO.: 239-656-1328 *51

CELLULAR PHONE/PAGER NO.: 239-560-0330

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 903757

E-MAIL ADDRESS: aka

Work Schedule For Daniel Pkwy West. t.

October 10 & 23, 2003

November 14, 2003

December 12, 2003

January 9, 2004

February 13, 2004

March

12 & 26, 2004

April 9 & 23, 2004

May 7 & 21, 2004

June 4 & 18, 2004

July 2 & 16 & 29, 2004

August 13 & 27, 2004

September 10 & 24, 2004

Curbing is Bi - cycle

Maintenance is Bi - weekly

Work Schedule For Renaissance.500 .

October 9 & 22, 2003

November 13, 2003

December 11, 2003

January 8, 2004

February 1, 2004

March 8
11 & 25, 2004

April 8 & 22, 2004

May 6 & 20, 2004

June 3 & 17, 2004

July 1 & 15 27, 2004

August 12 & 26, 2004

September. 9 & 23, 2004

Curbing is Bi - cycle

Maintenance is Bi - weekly

Work Schedule For Daniels Pkwy. East.

October 8 & 21, 2003

November 12, 2003

December 10, 2003

January 7, 2004

February 11, 2004

March 8
10 & 24, 2004

April 7 & 21, 2004

May 5 & 19, 2004

June 2 & 16 & 30, 2004

July 14 & 27, 2004

August 11 & 25, 2004

September 8 & 22, 2004

Curbing is Bi - cycle

Maintenance is Bi - weekly

Work Schedule For Edison Bridge

October 6 & 20, 2003

November 10, 2003

December 7, 2003

January 6, 2004

February 10, 2004

March 9 & 23, 2004

April 6 & 20, 2004

May 4 & 18, 2004

June 1 & 15 & 29, 2004

July 13 & 27, 2004

August 10 & 24, 2004

September 7 & 21, 2004

Curbing is Bi - cycle

Maintenance is Bi - weekly

Work Schedule For State Road 80

Routine Maintenance is Bi - weekly Starting in October

Work Schedule For Veterans Pkwy

Routine Maintenance is Bi - weekly Starting in October

Work Schedule For Collage Pkwy.

October 5 & 19, 2003

November 11, 2003

December 7, 2003

January 5, 2004

February 9, 2004

March 8 & 22, 2004

April 5 & 19, 2004

May 3 & 17, 2004

June 14 & 28, 2004

July 12 & 26, 2004

August 9 & 23, 2004

September. 6 & 20, 2004

Curbing is Bi - cycle

Maintenance is Bi - weekly

List of equip.

*James Kennedy Lawn Service
515 Evergreen Road, N.Ft. Myers, Fl 33903*

List of Equipment

1996 Ford Dump Truck

1996 Ford Pick Up Truck

1987 Blazer

2001 ATV and finished mower

One 16 ft. Trailer

One 20 ft. covered trailer

1998 Grasshopper riding lawn mower 60 in. cut(Mulcher)

1998 John Deer walk behind mower 52 in. cut(Mulcher)

Have 2 2001 Grasshopper Lawn Mower Mulcher 52 inches cut

1 Grasshopper Lawn mower 72 inch cut

Four weed eaters, two chain saws, four edgers, two power pole saw, three back pack

two fertilizer spreader, four hedge trimmers,

*List of Jobs
List of Jobs Past and Present
James Kennedy Lawn Service
Referances*

Present Lee County Jobs

*Landscape Maintenance (Sheriff's Building on Six
Mile Cypress Pkwy.)*

Ph.#335-2919 Ms.Jayne Elwell Started 6/99 (on going)

Lee County Sports Complex Ms.Sheehan Lee County Finance P.O.#35013

Landscape Maintenance for the Lee Co. Sports Stadium

Attn. J. Sheehan 2 years (on going)

Roadside Maintenance of Veterans Pkwy Segments 2 and 3.

Stared 5/02

Attn. Ann Parson

Past Lee County Jobs

*Town & River Libby Walker Had this acct. twice back in 1993 to 1995
than again in 1999 to 2002.*

*Palmetto Point Libby Walker. Had this acct. twice 1993 to 1995 then again
in 1999 to 2002.*

Lee County Landscaping Mainenance for(6) Various Libraries

Total acres 40

Cape Coral, Dunbar, San Carlos, Pine Island, North Fort Myers, and Lehigh

Lee County 2050 Lee Street, Ft. Myers, Fl 33901

Ph. #479-4626 Ms. T. Pigott From 11/98 to 2/2002

Bonita Springs Library P.O.# 25813

Lisa Kiesal Ph.# 479-4626 2 years

Landscape Maintenance for Whiskey Creek

Libby Walker or Jennifer at 335-2186 2 years

List of Jobs

Jobs in Lee County

*Royal Palm Corp. Center : 2 acres 1520 Royal Palm Squar Blvd.,
Ft.Myers, Fl 33919 Ms. D. Henderson 275-8029 From : 1989 to (on going)*

*Coral Village Ms. G. King Ph.#573-9001 121 N.E. 10th Place Cape Coral, Fl
20 acres 5 years (On Going)*

*Grease Monkey : 2 acres U.S. 41 and Pine Island Road, N.Ft. Myers, Fl 33903
14950 N. Cleveland*

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

515 Evergreen Road, North Fort Myers, FL 33903

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

1/2 acre plus home

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? 6

2. Describe the types and amount of equipment you have available to service this contract.

please see the Attach.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes

No

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

See Attached paperwork

Southwest Florida Public Works Academy

At

Lee County High Tech Center
Fort Myers, Florida

Certificate of Recognition

This is to Certify that

James Kennedy

Satisfactorily completed 16 hours in

Work Zone Traffic Control

Intermediate Maintenance of Traffic

This 23th day of August 2003

Gregory Barlow, Instructor

Timothy Day, Program Director

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 9, 2002	LC95152	August 31, 2003

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: August 31, 2003

JAMES LEE KENNEDY
515 EVERGREEN ROAD
FORT MYERS, FL 33903

Charles H. Bronson
CHARLES H BRONSON, COMMISSIONER

ATTACHMENT 4



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-030680

OPEN DATE: SEPTEMBER 2, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: AUGUST 13, 2003

AND TIME: 2:00 P.M.

LOCATION: Lee County Purchasing
3434 Hancock Bridge Parkway
3rd Floor
Ft. Myers, Fl. 33902

REQUEST FOR QUOTATIONS

TITLE:
LANDSCAPE MAINTENANCE OF
MEDIANS FOR VARIOUS LOCATIONS-DOT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
3434 HANCOCK BRIDGE PKWY, #307
NORTH FORT MYERS, FL 33903

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 689-7392

INDEX OF REQUEST FOR QUOTATIONS

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GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

1. **SUBMISSION OF QUOTE:**

a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Quote"
2. Name of the firm submitting the quotation
3. Title of the quotation
4. Quotation number

b. The Quotation shall be submitted in triplicate as follows:

1. The original consisting of the Lee County quotes forms completed and signed.
2. A copy of the original quote forms for the Purchasing Director.
3. A second copy of the original quote forms for use by the requesting department.

c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners’ stated policy objective to “Ensure all departments are aware of the availability of recycled products...” (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a “no bid” notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall

be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statues, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal

holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board’s final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary

to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions

with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE

Daniels Parkway West of I-75, Daniels Parkway (Renaissance), Daniels Parkway East of I-75,
Edison Bridge (Bus. 41), SR 80, Veterans Parkway, College Parkway

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

Lee County Commodity Code No. 98836

1. DANIELS PARKWAY

A. DANIELS PARKWAY WEST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ _____ Per Cycle; Total (21 cycles/year): \$ _____

b. Routine Maintenance \$ _____ Per Month; Total (12 months) \$ _____

DANIELS WEST OF I-75 TOTAL :\$ _____

c. Additional Work: _____

1. Landscape Repair

Material Cost plus % mark-up: _____% (your firm's percentage mark-up)

B. DANIELS PARKWAY (RENAISSANCE) Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles: \$ _____ Per Cycle; Total (21 cycles/year): \$ _____

b. Routine Maintenance: \$ _____ Per Month; Total (12 months) \$ _____

DANIELS (RENAISSANCE) TOTAL : \$ _____

c. Additional Work: _____

1. Landscape Repair

Material Cost plus % mark-up: _____% (your firm's percentage mark-up)

C. DANIELS PARKWAY EAST OF I-75 Anticipated Start Date 10/9/03:

a. Mowing, 21 cycles:\$ _____ Per Cycle; Total (21 cycles/year):\$ _____

b. Routine Maintenance: \$ _____ Per Month; Total (12 months) \$ _____

DANIELS EAST OF I-75 TOTAL : \$ _____

c. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: _____% (your firm's percentage mark-up)

2. EDISON BRIDGE (BUS.41) Anticipated Start Date 10/1/03:

a. Routine Maintenance and Mowing:\$ _____ Per Cycle; Total (12 months):\$ _____

EDISON BRIDGE (BUS. 41) TOTAL : \$ _____

b. Additional Work:

1. Landscape Repair

Material Cost plus % mark-up: _____ (your firm's percentage mark-up)

3. SR 80- Anticipated Start Date- First month after award of contract:

a. Routine Maintenance:\$ _____ Per Month; Total (12 months) \$ _____

SR 80 TOTAL : \$ _____

b. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: _____ (your firm's percentage mark-up)

~~4. VETERANS PARKWAY- Anticipated Start Date 10/1/03:~~

~~a. Routine Maintenance:\$ _____ Per Month; Total (12 months) \$ _____~~

~~VETERANS PARKWAY TOTAL \$ _____~~

Veteran's Parkway Cont'd

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: _____ (your firm's percentage mark-up)

5. COLLEGE PARKWAY Anticipated Start Date- First month after award of contract

a. Mowing 21 cycles:\$ _____ Per Month: Total (21 cycles/year):\$ _____

b. Routine Maintenance:\$ _____ Per Month; Total (12 months) \$ _____

COLLEGE PARKWAY TOTAL \$ _____

c. Additional Work

1. Landscape Repair

Material Cost plus % mark-up: _____ (your firm's percentage mark-up)

To Be Started Within _____ Calendar Days After Receipt Of Award And Purchase Order.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications: Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE
Daniels Parkway West of I-75, Daniels Parkway (Renaissance), Daniels Parkway East of I-75,
Edison Bridge (Bus. 41), SR 80, Veterans Parkway, College Parkway**

Part I - General

Scope

Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following for an initial period ending January 31, 2005 for all segments.

Daniels Parkway

Daniels Parkway East of I-75
Landscape maintenance
Routine maintenance

Additional Work for Daniels Parkway: Landscape repair and replacement (to be billed as material cost and percent mark-up with County approval).

Daniels Parkway – East of I-75 Perimeters: Median limits are just east of rest area entrance to East of traffic light at Chamberlin. Right-of-way limits on North side are from Treeline Street. East to end of Chana Court. Southern limits are on the frontage road – Chamberlin from the overhead sign traffic sign at the West end of Chamberlin to just West of dirt road, curb to curb on the North side of Chamberlin only.

Mowing option will include all three medians in this segment. This is an irrigated landscape segment.

Maintenance segment length – approximately 1.15 Miles.

Daniels Parkway (Renaissance)
Landscape maintenance
Routine maintenance

Additional Work for Daniels Parkway (Renaissance): Landscape repair and replacement (to be billed as material cost and percent mark-up with County approval)

Daniels Parkway (Renaissance) Perimeters: Two medians from the West side of I-75 to east of Skyport.

Mowing option will include medians (St. Augustine Sod) in this segment. This is an irrigated landscape segment.

Maintenance segment length – approximately 0.27 Miles.

Daniels Parkway West of I-75
Landscape maintenance
Routine maintenance

Additional Work for Daniels Parkway West of I-75: Landscape repair and replacement (to be billed as material cost and percent mark-up with County approval)

Daniels Parkway West of I-75 Perimeters: From Sky Port Avenue to Ben Pratt Six Mile Cypress Parkway. Medians, excluding the wetland areas. This includes trees planted on the north side of the road from Shire Lane to Six Mile. This phase also includes Oak and Cedar trees planted on the North side of road from west side of I-75.

Mowing option will include: the north and south right of way, only to the southern edge of the wetland areas between Appaloosa Lane to Sophomore Lane, medians to edge of wetland areas. This extends from Ben Pratt Six Mile Cypress to Sky Port Avenue. This is an irrigated landscape segment.

Maintenance segment length – approximately 1.94 Miles.

Edison Bridge (Bus. 41)

Landscape maintenance
Routine maintenance

Additional work for Edison Bridge (Bus.41): Landscape repair and replacement (to be billed as material cost and percent mark-up with County approval)

Edison Bridge Perimeters: Edison Bridge limits include the median and palm trees located on the north and south side mowing has been included due to the complexity of the location. Mowing to be conducted in accordance with the specifications outlined in Part III – Execution section of this quote. Mowing is from back of curb to 2' back of palms. This is an irrigated landscape segment - the site has a cam system, in which County landscape crews will connect to the system via water truck to facilitate irrigation of this segment.

Maintenance segment length – approximately 1.08 Miles.

SR 80

Landscape maintenance
Routine maintenance

Additional work for SR 80: Landscape repair and replacement (to be billed as material cost and percent mark-up with County approval)

SR 80 Perimeters: West of I-75 to Hickey Creek. This is an irrigated landscape segment (portions immediately adjacent to I-75 only). There is no mowing option as part of this landscape segment.

Maintenance segment length – approximately 8.56 Miles.

Veterans Parkway

Landscape Maintenance
Routine Maintenance

Additional Work for Veterans Parkway: Landscape Repair and replacement (to be billed as material cost, percent mark-up and service call with County approval).

Veterans Parkway Perimeters: Veteran’s Parkway begins at the Caloosahatchee River in the City of Cape Coral on the South of road to Del Prado; this section does not include the North side of road or Toll facility. Del Prado to Santa Barbara, all trees, palms shrubs behind wall and on berms. This segment does not include medians.

Santa Barbara to Chiquita, including planting on West Side of Chiquita. This segment includes all plants front and back of berms, along bikepath and medians. There is no mowing option as part of this landscape segment.

Maintenance segment length – approximately 6.94 Miles.

College Parkway

Landscape Maintenance
Routine Maintenance

Additional Work for College Parkway: Landscape Repair and replacement (to be billed as material cost. percent mark-up and service call with County approval).

College Parkway Perimeters- Beginning at the eastern landing of the McGregor overpass to approximately 115 feet east of New South Province Boulevard. All median plants, trees, and shrubs. This is an irrigated landscape segment. The mowing option includes all medians within the segment.

Maintenance segment length – approximately 1.67 Miles.

Assignment of This Contract

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

Term Of Quote

The bid or any portion thereof is renewable annually for a period of twelve (12) months. The initial term of this quote will be in excess of twelve (12) months. This quote shall be in effect until January 31, 2005, or until new quotes are taken and awarded. This quote or any portion thereof has the option of being renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions.

Basis Of Award

The basis of award for this quote will be low quoter per site meeting all specification requirements, i.e., for Daniels Parkway, Edison Bridge (Bus.41), SR 80, Veterans Parkway, Mowing and Routine Maintenance. Additional work may be considered in the basis of award.

The awarded vendor understands that the County reserves the right to adjust the number of cycles or terminate this agreement at any time as best serves the needs of Lee County.

~~Lee County reserves the right, at the County's discretion, to award to multiple vendors.~~

~~Lee County reserves the right, at the County's discretion, not to award certain items listed on the Price Proposal Form.~~

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

Any and all portions of the mowing maintenance portion of this quote are considered optional and may be removed entirely or in part from this quote at anytime at the discretion of the County.

If a segment of this quote should begin maintenance at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

Examination Of Sites

Lee County suggests that vendors visit the sites of this work and acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this quote.

Site Changes

Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%. Lee County may, at their sole discretion, add new areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

Local Bidder's Preference

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

Price Increases

If the awarded vendor experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. DOT will review the information and make a decision regarding the requested price increase. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

Workmanship And Inspection

The supervision of the performance of this quote is vested wholly with Lee County DOT. Lee County DOT will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before Lee County DOT will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

Fuel Price Adjustments

There will be no fuel price adjustments for this contract.

Tolls

Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

Submittals

The following shall be submitted along with your bid response:

1. Pesticide License
2. Emergency Phone numbers
3. Work Schedule
4. National Safety Council Certification for Work Zone Safety

Protection

A. The Contractor shall submit a valid Commercial Restricted Pesticide License with the ROW category. The license shall remain valid throughout the entire contract period. Use chemicals and equipment in accordance with the manufacture label and recommendations. Submit MSDS sheets and sample labels for all chemicals to Lee County DOT Operations, for approval, prior to application. Report immediately to the County's representative any damage caused by the use of equipment or application of chemicals, then repair or replace all damage. Apply chemicals in such a manner, that the public will not be in contact with nor have any real or imagined harm done to them by application.

B. Prior to the repair of planting areas and replacement of plants, ascertain the location of all underdrains, electrical cable, conduits, utility lines, supply lines and other subsurface structures (**Sunshine Locating Service 1-800-432-4770**), so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to Lee County.

Quality of Operation

- A.** Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
- B.** Provide to the County Representative a list of emergency phone numbers.
- C.** The contractor shall videotape in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curb, signs, and condition of existing sod and

plants, including any damage such as weedeater blight. This videotape will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed the contractor's responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Videotapes shall be in the format that may be reviewed in any standard video recorder without adaptation.

- D. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.
- E. Contractor shall have at least one (1) person on site at all times who has attended a National Safety Council Course on Work Zone Safety and is certified, individual must be able to show proof of certification upon request. Certification shall be submitted to the County Representative. Certification shall remain valid throughout the contract period.
- F. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- G. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- H. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- I. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operation while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.

Schedule

Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, watering, litter removal, herbicide, mulching, mowing, edging and if applicable irrigation maintenance. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

Reporting, Inspection and Checklist

- ~~A. The Contractor shall complete the Checklist provided by the County Representative, upon each site visit. Lists shall be completed accurately and thoroughly, signed and dated and faxed (239-694-3332) to the County Representative within twenty-four (24) hours of each and every site visit.~~
- B. Inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.

Major Breakdowns/Natural Disasters

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

Contract

A purchase order will serve as the contract.

PART II - Products

Landscape Maintenance Materials

- A. General: Maintenance materials shall meet or exceed the original quality of the site as documented on the Contractor's generated videotape of the project. Submittals of samples and labels are required prior to use.
- B. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.
- C. Replacement Plants: Conform to the type, species and Florida # 1 grade and size to match existing plants. Replacement plants that are smaller or otherwise differ from the existing plants must have the prior approval of the County's representative.
- D. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative.
- E. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved.

PART III - EXECUTION

Landscape Maintenance

Maintain all lawn and plantings in a healthy, vigorous, and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period.

A. MOWING

1. Mowing:
Mow all lawn areas at a height three to four inches (3"-4") with a rotary mower. Mowing for the twenty-one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even lawn area. Mowing wet grass or with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The County shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation.
2. Mowing and Edging Clean-up:
Roadway, curb and gutter, sidewalk and bikepaths shall be blown free of clippings in conjunction with mowing and edging events.
3. Litter Pick-up and Debris Removal (Mowed Areas):
Clean-up all litter in lawn areas (if applicable), and tree rings within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, tires. If an illegal dump which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household appliances as has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, will not be responsibility of the Contractor for the cleanup.

4. Edging (Mowed Areas):
Edge bi-weekly adjacent to all walks, buildings, and trees within the limits of the project. Curbing shall be edged on a bi-cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weedeaters shall not be used for trimming or edging purposes.

B. ROUTINE MAINTENANCE

1. Weeding:
Landscaped beds and mulched areas within the ROW shall be weed-free. Remove weeds and grasses from around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project. When mowing of lawn falls within scope of service, all curbing, bullnoses and gutter are to be weed-free. When lawn maintenance not included, curbing, guttering, and bullnoses that are contiguous with the mulched areas. Weeding may be done mechanically with weedeaters or by hand-pulling or chemically with non-selective herbicides. Weeds in mulched areas that obtain a height of six inches (6") shall be hand-pulled and disposed of offsite.

2. **Weed Control :**
Apply preventive weed control in the late fall, early spring, and as necessary using chemical means to prevent weeds and undesirable grasses. Apply spot treatments as necessary to control localized weed problems throughout the twelve- (12) month maintenance period. If there is a transition zone (see detail sheet) it must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides.

3. **Litter Pick-up and Debris Removal (Planted Areas):**
Clean-up all litter in tree rings and bed areas within the projects limits during each site visit. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, tires. If an illegal dump which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household appliances as has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, will not be responsibility of the Contractor for the cleanup.

4. **Edging (Planted Areas including edges along mowed areas):**
Edge bi-weekly adjacent to all walks, buildings, and around all plant beds and trees within the limits of the project. Curbing shall be edged on a bi-cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weedeaters shall not be used for trimming or edging purposes.
5. **Mulching:** The entire site shall be mulched in the month of February. Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" from the trunk of the tree. Tree rings and bed areas shall be repaired and restored when disturbed the mowing function or irrigation washouts, at no additional cost to the County.

6. **Ant Control :**
Treat mounds as they appear. All inactive mounds are to be leveled to match existing grade

7. **Pruning:**
Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the drivers line of sight plants shall be maintained to meet the requirements of FDOT Standards. Prune all damage, diseased and dead tissue. All sucker growth shall be removed during each visit. County will be responsible for structural tree pruning.

8. **Tree staking and Saucer Maintenance:**
Restore tree and palm saucers, tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. Staking shall be removed at the discretion of the County Representative.

9. Fertilizing:

Fertilizing shall be the responsibility of Lee County.

10. Disease and Insect Control:

Disease and Insect control (on plants) shall be the responsibility of Lee County.

Additional Work

1. Landscape Repair.

Repairs, plant and material replacement required due to vandalism, vehicular damage or any other event not the responsibility of the Contractor shall be done at the rate of material cost plus quoted percentage mark-up. It is the Contractor's responsibility to notify the County's Representative of all damage immediately upon discovery. Authorization is required prior to work being performed. The site shall be restored match the adjacent undamaged areas.

Checklist

- A. Complete checklist provided by the County as described. Reports shall be faxed to the County Representative office within twenty-four (24) hours after each site visit.

Guarantee and Replacement

- A. When inspected landscape work does not comply with these requirements, replace rejected work within 7 calendar days or perform rejected maintenance activities as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.
- B. If at anytime trees, palms, ground-covers, shrubs or sod if damaged or destroyed due to Contractors negligence or failure to adhere to the requirements of this agreement, it will be the Contractors responsibility to replace and restore the site to the condition shown of the video tape. All replacements shall be plants of the same species and Florida # 1 quality. Approved replacements shall be furnished and planted as specified with no additional cost to the County.

Invoice

All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one original invoice shall be sent to: Attn: Landscape Supervisor, Lee County DOT, 5560 Zip Drive, Fort Myers, Florida, 33905

INSURANCE GUIDE

MAJOR CONTRACT - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

1. Insurance Requirements: *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$1,000,000 per accident
 \$1,000,000 disease limit
 \$1,000,000 disease limit per employee

b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
 \$3,000,000 bodily injury per occurrence (BI)
 \$1,000,000 property damage (PD) or
 \$3,000,000 combined single limit (CSL) of BI and PD

c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 bodily injury per person (BI)
 \$3,000,000 bodily injury per occurrence (BI)
 \$1,000,000 property damage (PD) or
 \$3,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policies.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. *Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?*

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

- 11. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	3434 Hancock Bridge Pkwy #307
Ft. Myers, FL 33902-0398	N. Ft. Myers, FL 33903

- 12. The mailing envelope **MUST** be sealed and marked with:
 - Quote Number
 - Opening Date and/or Receiving Date

- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

- 14. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 - Do not offer this product Insufficient time to respond.
 - Unable to meet specifications (why)
 - Unable to meet bond or insurance requirement.
 - Other: _____

Company Name and Address:



LEE COUNTY

SOUTHWEST FLORIDA

CONTRACTOR _____
 CONTRACT # _____

LANDSCAPE MAINTENANCE REPORT

Routine Visit?	Date	Location	Time
Y ___ N ___			Arrive _____ Depart _____

WEED CONTROL

	Mechanical	Chemical	Name	Rate/Gallons	Quantity
Bed Area					
Tree Ring					
Curb/Pavement					
Premergent					

LITTER/MOWING/PRUNING

Litter Pickup Y/N	Quantity	Mow Start Date	Mow Complete Date	Edging Y/N	Sucker Pruning Y/N

Oversize Debris: Y ___ N ___ Location: _____

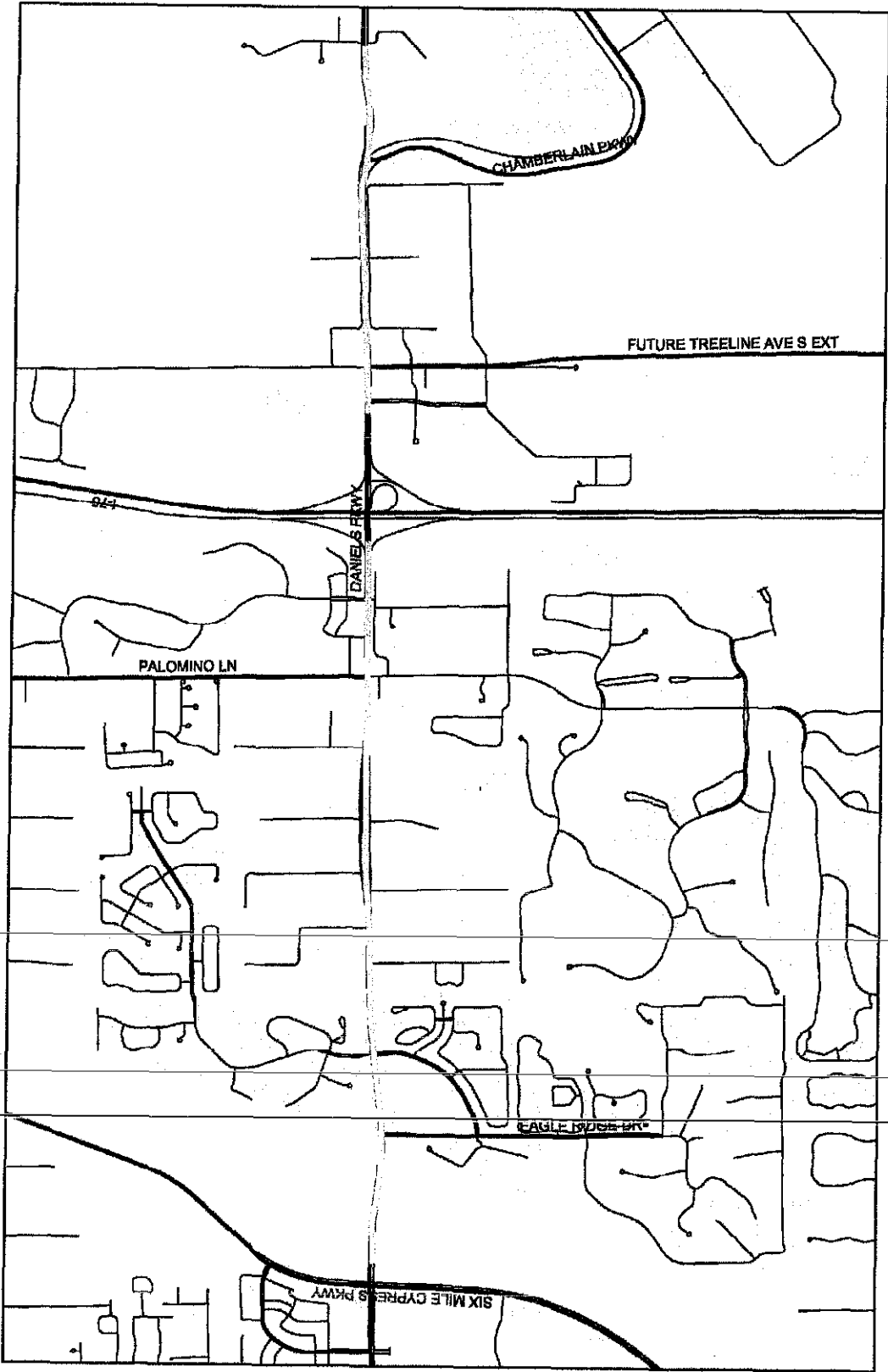
IRRIGATION CHECK

Maintenance Required? Y/N	DESCRIPTION OF MAINTENACE RECOMMENDED

GENERAL PLANT & ENVIRONMENTAL CONDITIONS (REPORT ALL DAMAGE)

ADDITIONAL COMMENTS/SUGGESTIONS

NAME: _____ SIGNATURE _____ PRINT NAME _____
 DATE: _____



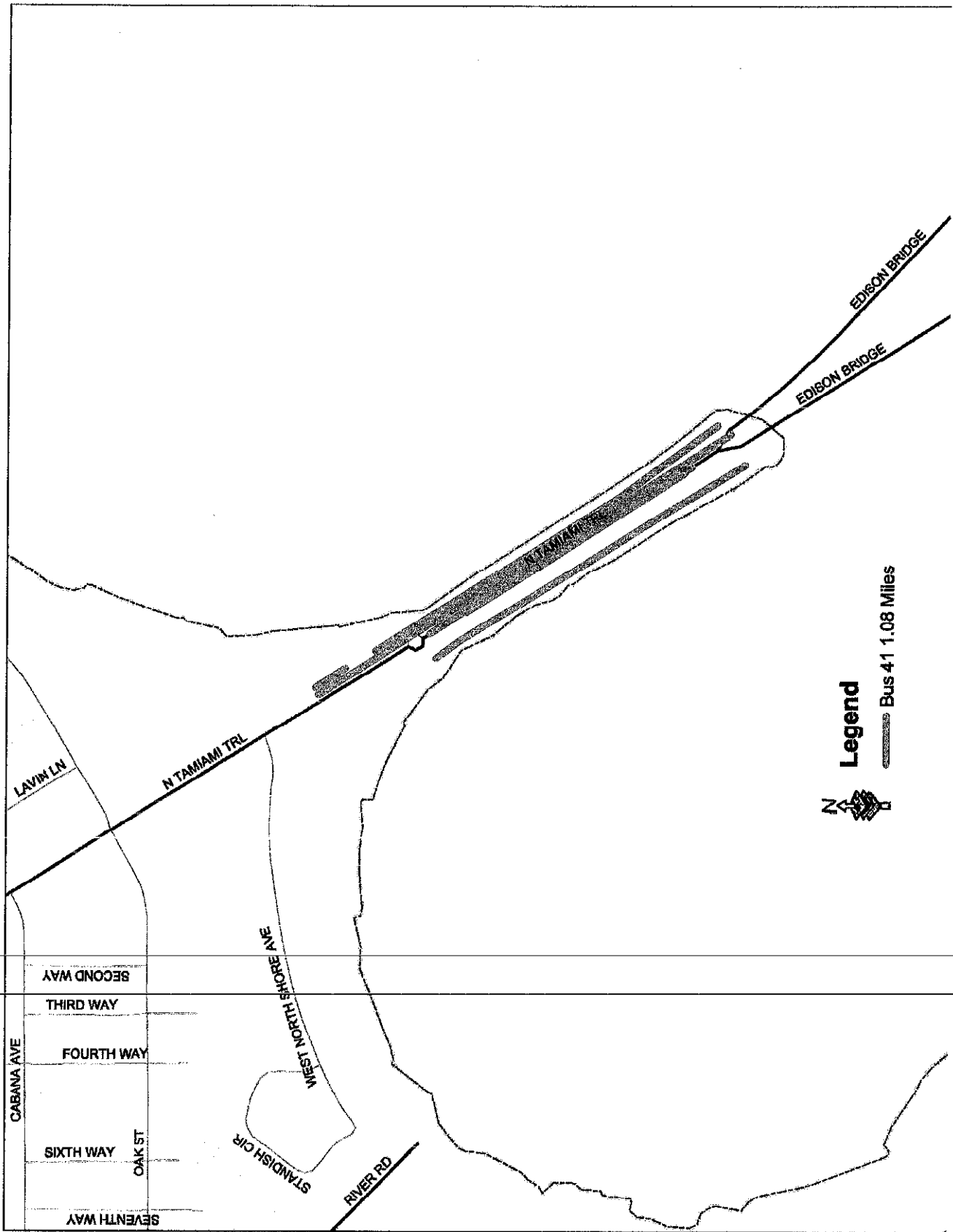
Legend

Daniels Parkway

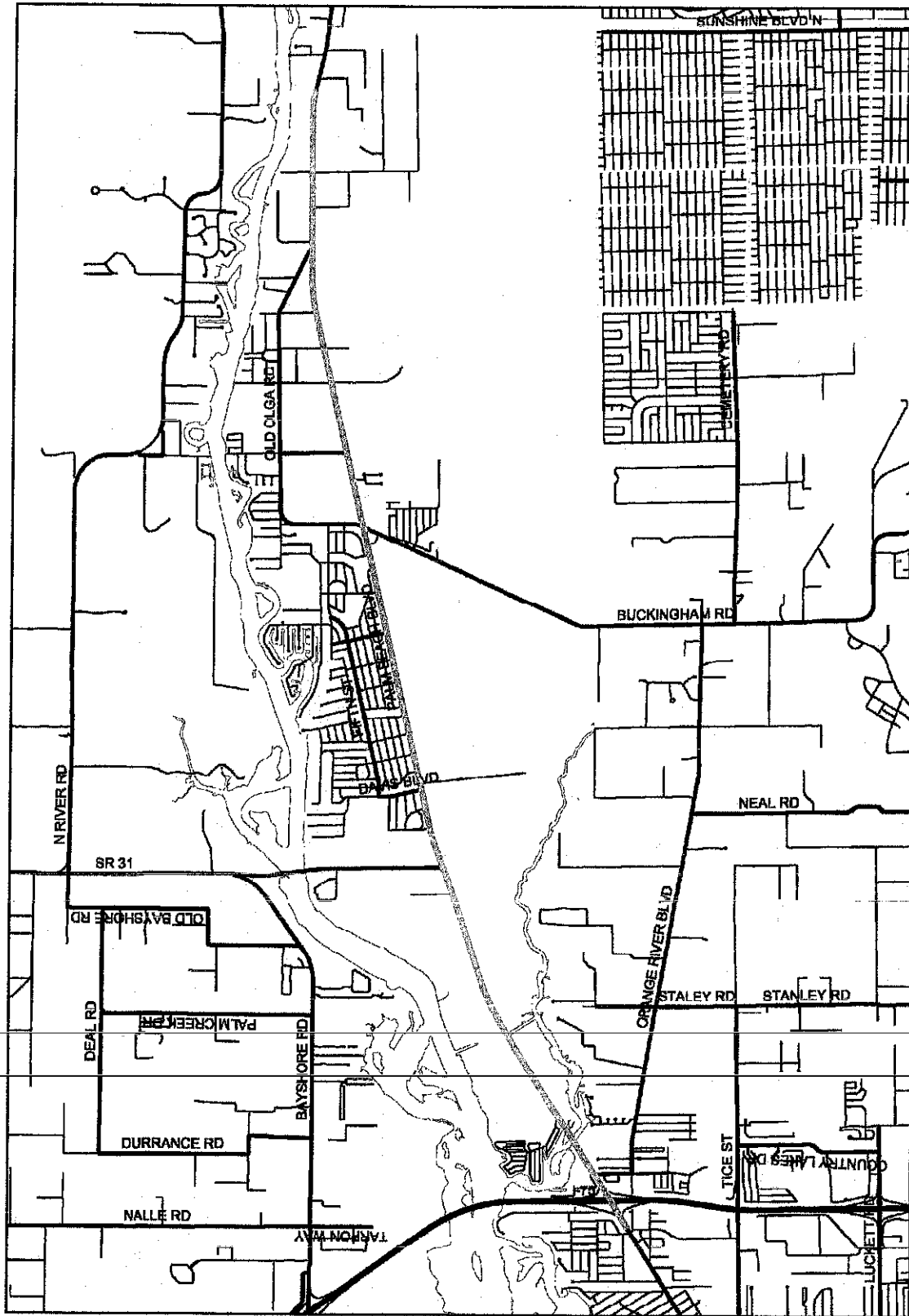
- Renaissance - 0.27 Miles
- Daniels East - 1.15 Miles
- Daniels West - 1.94 Miles



DANIELS PARKWAY LANDSCAPING



EDISON BRIDGE LANDSCAPING

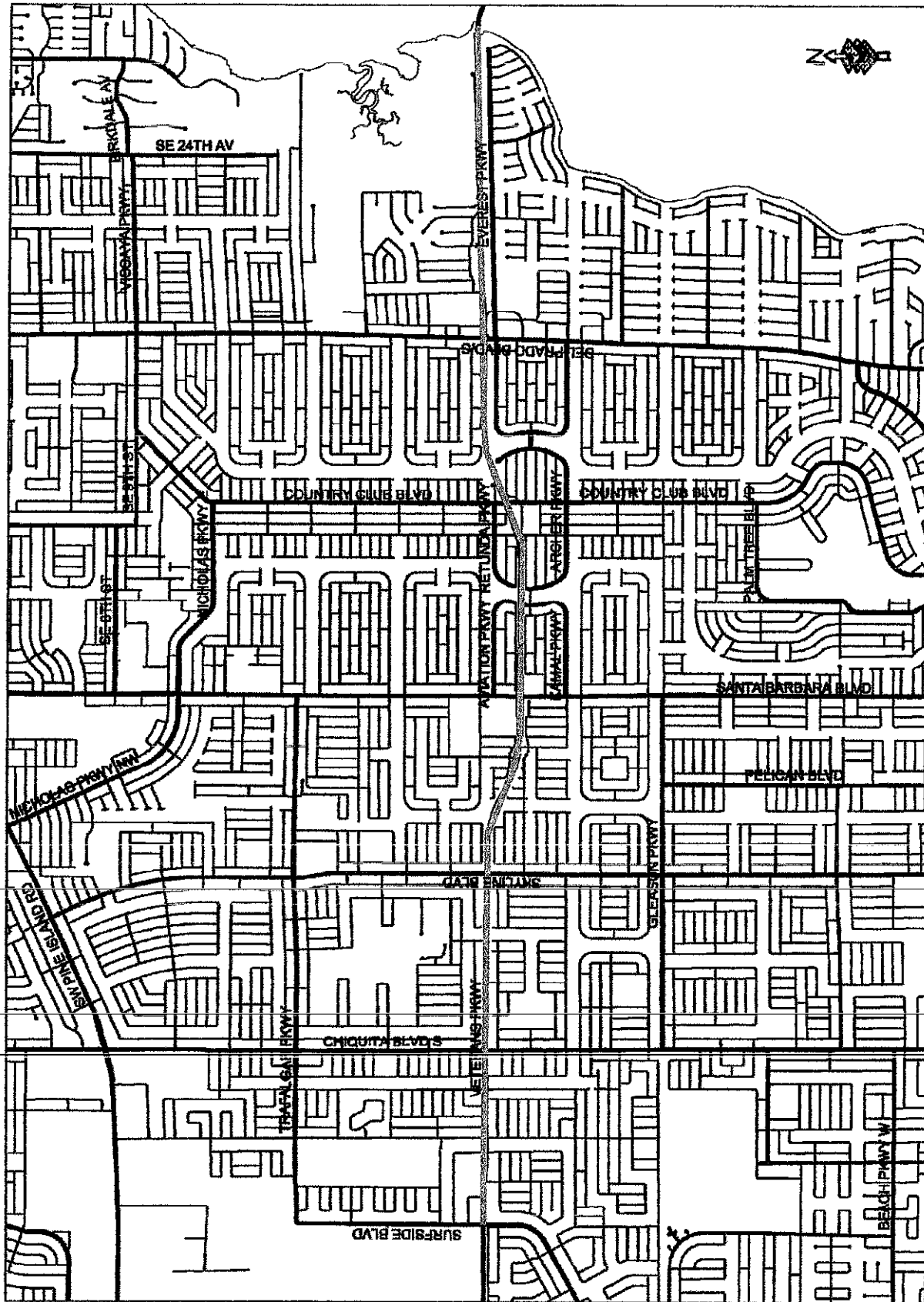


Legend

State Road 80 - 8.56 Miles



STATE ROAD 80 LANDSCAPING



VETERAN'S PARKWAY LANDSCAPING

Legend

----- Veteran's Parkway - 6.94 Miles